

AG Contract No. KR98 0771TRN
ADOT ECS File No. JPA 98-59
Project: STP-053-1(31)P/H2306 02C
Section: SR-87 near Sunflower

closed 03

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND

POSTED
DATE 08/03/98

THE UNITED STATES DEPARTMENT OF AGRICULTURE
TONTO NATIONAL FOREST

4/13
THIS AGREEMENT is entered into 9 July, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF
AGRICULTURE, TONTO NATIONAL FOREST, acting by and through its Contracting
Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Cooperative Funds Act of 30 June 1914 (16 U.S.C. 498) and the Intergovernmental Cooperation Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub. L. 90-577, as amended, Pub. L. 97-258, 13 Sept. 1982 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. Incident to a highway improvement project contemplated by the State on State Route 87, a portion of the existing roadway from MP 219.7 to MP 224.0 was previously constructed on Forest lands, and due to the current roadway project realignment will be abandoned back to the Forest Service. To rehabilitate the forest lands the Forest Service has agreed to design, construct and maintain a riparian education center, roadway pavement preservation, and provide the State's contractor bat habitat abodes for installation at Whiskey Springs bridge, and at an estimated cost of \$1,250,000.00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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Payable

NO. 22466
Filed with the Secretary of State
Date Filed: 07/09/98
Betty Gayles
Secretary of State
By *Nicky D. Greenwood*

HELEN CRUSE
JUL 21 1998

II. SCOPE

1. The Forest Service will:

a. Provide design plans, specifications or such other documents and services required for construction bidding and construction of the Project.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s).

c. Be responsible for all costs associated with the Project over and above the State's contribution of \$1,250,000.00, and for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion provide maintenance to the Project and related facilities.

e. No more often than monthly, invoice the State for the cost of the completed work on the Project, in the form of Exhibit A, in a total amount not to exceed \$1,250,000.00. Agreed upon costs will include all direct project costs and all project personnel costs for survey, design and administration costs.

2. The State will:

a. Require its contractor to install Forest Service provided bat habitat abodes at Whiskey Springs bridge.

b. Pay the Forest Service within 30 days after receipt and approval of an invoices, in a total amount not to exceed \$1,250,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Tonto National Forest
Forest Supervisor
2324 E. McDowell Road
Phoenix, AZ 85010

8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

STATE OF ARIZONA
Department of Transportation

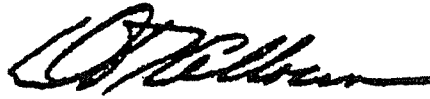
By Eddie Azofar
for CHARLES BAZAN
Forest Supervisor

By Edward D. Wright
for EDWARD D. WRIGHT
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 21st day of April 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Forest Service, Tonto National Forest, for the purpose of defining responsibilities for the design, construction and maintenance of a improvements on forest lands on SR-87 near Whiskey Springs bridge.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-59

DETERMINATION

Arizona Contract No. JPA 98-59, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES OF AMERICA, TONTO NATIONAL FOREST, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 8 day of June, 1998.

THE UNITED STATES OF AMERICA

By Darryl Brenn

STATE ROUTE 87 - SEGMENT F

Sunflower Riparian Center and Access

Project Cost Estimate

ITEMS	COST ESTIMATE
AC-30	96,270
Tack Coat	2,550
Apply Tack Coat	8,000
AR-ACFC	54,600
Mineral Ad. - AR-ACFC	1,620
Rubber Material (AR-ACFC)	51,150
AC(3/4") Mix	286,250
Mineral Ad.-AC(3/4")	9,720
Guardrail-Install/Remove	25,000
Road Obliteration	20,000
Fence	18,000
Cattleguard	10,000
Subtotal Roadway.....	583,160
Traffic Control	27,000
Mobilization	43,100
Erosion Control	5,400
Constr. Surveying/Layout	10,800
Contingencies/Slope Stabilization	54,000
Water	10,800
Striping/Signing	16,200
Total Roadway.....	750,460
Design	75,000
Contract Administration	75,000
Riparian Center	320,000
Inflation Factor	0
Bat Abodes	30,000
PROJECT TOTAL.....	\$1,250,000



GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0771TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 1, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13446

Enc.